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17656-A/B

RECORDATION NO. FILED 1425

DEC 29 1995 -2 45 PM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

December 29, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of (1) a Amendment No. 1 to Railroad Equipment Lease, and (2) a Railroad Equipment Lease Supplement, both dated as of October 26, 1994 and both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Railroad Equipment Lease, dated as of December 31, 1991, which was duly filed with the Commission on January 3, 1992 under Recordation Number 17656.

The names and addresses of the parties to the enclosed documents are:

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856-5151

Lessee: Trinity Industries Leasing Company  
2075 State Street  
Chicago, Illinois 60411

Countrywide

Mr. Vernon A. Williams  
December 29, 1995  
Page 2

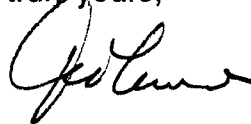
A description of the railroad equipment covered by the enclosed documents is:

One hundred (100) hopper cars bearing SCJX reporting marks and road numbers 891900 through 891999 inclusive.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bjg  
Enclosures

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AMENDMENT NO. 1 TO RAILROAD EQUIPMENT LEASE

This Amendment No. 1 to Railroad Equipment Lease is attached to and made a part of that certain Railroad Equipment Lease dated as of December 31, 1991 between Pitney Bowes Credit Corporation ("Lessor") and Trinity Industries Leasing Company ("Lessee") (the "Lease"). Unless otherwise defined herein, capitalized terms contained herein shall have the same meanings as set forth in the Lease.

**WHEREAS**, on January 3, 1992, an original of the Lease was recorded with the Interstate Commerce Commission as Recordation No. 17656 (the "Recorded Lease"); and

**WHEREAS**, although the parties to the Lease intended for "Schedule 3" as defined in the Lease to be attached thereto, Schedule 3 was not attached to any counterpart of the Lease, including the Recorded Lease, at the time of execution thereof; and

**WHEREAS**, the parties to the Lease now desire to amend all counterparts of the Lease and the Recorded Lease by appending Schedule 3 thereto.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

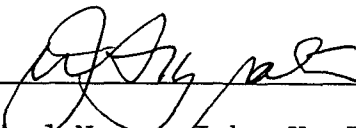
Schedule 3 as attached to this Amendment No. 1 as Exhibit A is hereby added to each of the counterparts of the Lease and the Recorded Lease and shall be deemed effective as of December 31, 1991.


Except as specifically amended herein, all terms and conditions of the Lease remain in full force and effect.

**IN WITNESS WHEREOF**, the Lessor and Lessee have each caused this Amendment No. 1 to be duly executed as of the 26th day of October, 1994.

LESSOR:  
PITNEY BOWES CREDIT CORPORATION

LESSEE:  
TRINITY INDUSTRIES LEASING COMPANY

By:   
Printed Name: John K. Fitzpatrick

By:   
Printed Name: F. Dean Phelps

Title: Region Vice President

Title: Vice President

Date: 9-14-95

Date: 9-1-95

Schedule 3  
to Railroad Equipment Lease  
dated as of December 31, 1991  
between Trinity Industries Leasing Company as Lessee  
and Pitney Bowes Credit Corporation as Lessor

Sublease: Railroad Car Lease Agreement dated as of March 19, 1984  
between Trinity Industries Leasing Company as Lessor and  
Chevron U.S.A., Inc. (formerly Gulf Oil Corporation) as  
Lessee including Rider Three (3) attached thereto.

Exhibit A  
to Amendment No. 1

State of California

County of Orange

On September 14, 1995 before me, Patricia E. Heard, personally appeared

Name of Notary

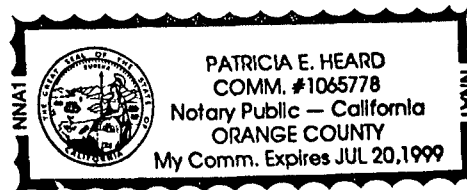
John Fitzpatrick

, X personally known to me/\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacit(ies)y, and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

Patricia E. Heard  
Signature of Notary

(Seal)



STATE OF TEXAS     )  
                          ) ss.  
COUNTY OF DALLAS )

On this 1<sup>st</sup> day of September, 1997, before me personally appeared F. Dean Phelps, to me personally known, who being by me duly sworn says that such person is Vice President of Trinity Industries Leasing Company, that the foregoing Amendment No. 1 to Railroad Equipment Lease was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Sandra V. Maldonado  
Notary Public

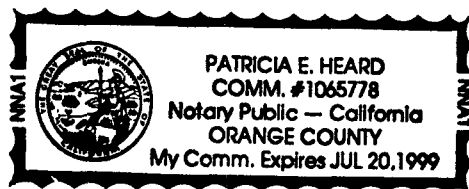


I certify this instrument is a true and exact copy of the original  
AMENDMENT NO. 1 TO RAILROAD EQUIPMENT LEASE.

Nancy Ebner  
Nancy Ebner  
Supervisor, Documentation and  
Administration  
PITNEY BOWES CREDIT CORPORATION

State of California            )  
County of Orange            )    ss

Subscribed and sworn to before me on September 21, 1995.



Patricia E. Heard  
Patricia E. Heard